contents of such document cannot be contradicted, altered, added to or varied by parol or extrinsic evidence. *Uihlein v. Matthews*, 172 N. Y. 495; *Pike v. McIntosh*, 167 Mass. 309. Such evidence may, however, be admitted when the terms of the contract are ambiguous. *Burton v. O'Neill Mfg. Co.*, 126 Ga. 805; *Hunt v. Gray*, 76 Ia. 268. Also admissible to supply terms as to which a contract is silent, but which are in accordance with previous undisputed custom between the parties. *Texas & P. Ry. Co. v. Coggin & Dunaway*, 99 S. W. 1052 (Tex.). But, courts of equity grant relief in cases of fraud and mistake by carrying the intention of the parties into execution where the written agreement fails to express that intention. *Hunt v. Rousmanier*, 8 Wheat. 211; *Spriggs v. Bank of Mt. Pleasant*, 14 Peters 201; *Ware v. Cowles*, 24 Ala. 446. And where no fraud or mistake in its execution is alleged, the terms of a written contract cannot be varied, even in equity, by proof of a contemporaneous parol agreement. *Connecticut Fire Ins. Co. v. Buchanan*, 141 Fed. 877 (Ia.); *Ware v. Cowles*, 24 Ala. 446.

EVIDENCE—WRITTEN INSTRUMENT—CONTEMPORANEOUS VERBAL AGREEMENT.—PAULSON ET AL. V. BOYD ET AL., 118 N. W. 841 (WIS.).—In a suit on a note given for the price of certain mining stock, evidence of a contemporaneous verbal agreement that the payee would renew the note twice for a similar period, and at the end of that time would accept a retransfer of the stock in satisfaction of the note at the maker's election, *held*, admissible to show that the note was never delivered with intent that it should consitute a completed instrument *in praesenti*. Finlin, Marshall, and Kerwin, J. J., *dissenting*.

That parol evidence cannot be admitted to vary the terms of a written contract absolute on its face is a well-settled rule of law. *Brown v. Spoffard*, 95 U. S. 480. Cases of fraud, illegality or want of consideration are exceptions to this rule. *Carrington v. Maff*, 112 N. C. 115. Evidence of an oral agreement that a note is to become void upon the happening of a condition subsequent is inadmissible under the rule. *Potter v. Earnest*, 45 Ind. 418. This rule excluding parol evidence to vary a written instrument presupposes the existence in fact of such agreement; hence, the rule has no application where the writing was not delivered as a present contract but to become binding only upon performance of some condition precedent resting in parol. *McFarland v. Sikes*, 54 Conn. 250; *Reynolds v. Robinson*, 110 N. Y. 654. A note in the hands of a *bona fide* holder for value cannot be affected by such evidence to his prejudice. *Burnes v. Scott*, 117 U. S. 582.

GIFTS—UNDUE INFLUENCE—BURDEN OF PROOF.—GILMORE V. LEE, 86 N. E. 568 (ILL.).—*Held*, that the relation of priest or spiritual adviser and parishoner is one of confidence, and a gift *causa morris* by a parishoner to her priest is in and of itself *prima facie* void, and the burden of proof rests on such priest to show that the gift was freely and voluntarily made, and that it was not the result of undue influence. Scott, J., *dissenting*.

Freedom of will and good faith are as essential to the validity of a gift as in other contracts; *Ferguson v. Lowery*, 54 Ala. 510; *Garvin v. Williams*, 44 Mo. 465; and burden of proof is thrown on the donee to